

Amendment 191

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 191 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 30th day of January, 2012 by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to extract King County Metro (KCM) Driver Display Unit (DDU) event logs, collaborate with KCM and KCM's contractor INIT on the analysis of those logs, and deliver recommendations where possible related to KCM-reported DDU behavior.
- C. The Parties agree that the Work necessary to complete the KCM DDU event log extraction, collaborative analysis and recommendations will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

- 1.1 Extract and compile DDU event logs from up to twenty (20) KCM DDUs provided to the Contractor by KCM staff. The Contractor will:
 - (a) Create Return Material Authorizations (RMAs) for the DDUs delivered to the Contractor's Seattle office.
 - (b) Extract event logs from the delivered DDUs.
 - (c) Compile the extracted event logs.
 - (d) Provide the compiled event logs to the assigned Contractor developer and KCM's contractor Init, within three (3) business days.
 - (e) Return DDUs to KCM via the standard process.
- 1.2 Provide up to forty (40) hours of Senior Programmer time for the analysis of the compiled DDU event logs outlined in Section 1.1 above to determine cause(s) of DDU behavior reported by KCM staff, participation in correspondence or reporting, and attendance to meetings pertaining to the resolution or discussion of said behavior. The Contractor will:
 - (a) Review the compiled DDU event logs
 - (b) Analyze the event logs to identify where possible, specific events associated with the DDU behavior reported by KCM staff.
 - (c) Participate in conference calls with KCM staff and Init developers discussing the results of the analysis.
 - (d) Provide email to KCM staff summarizing the results of the analysis and where possible make recommendations for resolving specific problems identified either as a result of the analysis itself or as part of conference call discussions.

Section 2.0 Schedule:

- 2.1 The work outlined in Section 1.0 will commence upon notification that the first DDU device is available as outlined in Section 1.1 and will continue up until the Contractor has either utilized the 40 hours as outlined in Section 1.2 or upon notice from KCM that the work is complete. At which time KCM will authorize the Contractor to invoice for the work completed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

- 3.1 The cost of this agreement is to be invoiced not more than once per month for the work completed.
- 3.2 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 191

The Contractor will perform the work necessary to extract KCM DDU event logs, collaborate on the analysis of those logs and provide recommendations related to KCM-reported DDU behavior	
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This work is authorized on a Not to Exceed basis with all costs documented. The Contractor's invoices will include a detailed description of the work performed and the time incurred by each of the Contractor's technical personnel (labor rates per the Contract Exhibit 9 Price Schedule) and include a ten percent (10%) mark-up for Program Management.	
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Not to Exceed TOTAL	
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\$ 9,754

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Ninety-one shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 1/26/12

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: January 30, 2012